

AMENDMENT NO. 4
CONTRACT NO. 455-20-1036D
FOR
STATEWIDE SITE REMEDIATION AND RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
ENSOURCE CORPORATION

THIS AMENDMENT NO. 4 to Contract No. 455-20-1036D (“Contract”) is entered into by and between the State of Texas, acting through the Railroad Commission of Texas (“RRC”), located at 1701 N. Congress Ave., Austin, Texas and Ensource Corporation (“Contractor”), located at P.O. Box 691005 Houston, Texas 77269 (individually, “Party”; collectively, “Parties”).

WHEREAS, SECTION 7.06. of the Contract provides the Parties may amend the Contract through written agreement; and

WHEREAS, on August 31, 2021, the Parties executed **Amendment No. 1** to the Contract to modify section **2.01. Contract Award.**, subparagraph (a.) to exercise renewal option one (1) of three (3) to continue the Contract through August 31, 2022, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$750,000.00) to EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$800,000.00), as approved by the Executive Director on August 31, 2021

WHEREAS, on July 13, 2022, the Parties executed **Amendment No. 2** to the Contract to modify section **2.01. Contract Award.**, subparagraph (a.) to exercise renewal option two (2) of three (3) to continue the Contract through August 31, 2023, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$800,000.00) to EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$850,000.00) as approved by the Executive Director on July 13, 2022.

WHEREAS, on October 27, 2022, the Parties executed **Amendment No. 3** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$850,000.00) to NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$950,000.00), as approved by the Executive Director on October 27, 2022.

WHEREAS, the Parties desire to further amend the Contract terms to their mutual benefit to reflect changed circumstances.

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

- I. **SECTION 2.01. CONTRACT AWARD.**, subparagraph (a.) is deleted in its entirety and replaced with the following:

“This Contract is effective November 9, 2020, through August 31, 2024 (reflecting the original term of the Contract plus the exercised optional renewal term three of three; collectively, “Contract Term”) unless terminated earlier as provided in RFQ No. 455-20-1036 Part III and/or section **2.02 TERMINATION.**, set forth below.”
This Contract may not be extended prior to the expiration of the Contract Term in effect. “

- II. **SECTION 3.01. CONTRACT LIMIT, FEES AND EXPENSES.**, is deleted in its entirety and replaced with the following:

“CONTRACT LIMIT, FEES AND EXPENSES. The total amount of fees to be paid by RRC to Contractor under the Contract through the Contract Term shall not exceed **ONE MILLION TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$1,025,000.00)**, the total of which includes the current NTE amount of **NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$950,000.00)** plus the addition of **SEVENTY FIVE THOUSAND DOLLAR AND ZERO CENTS (\$75,000.00)**, as approved by the Commissioners on June 13, 2023.”

Except as expressly amended above, all provisions of the Contract, as amended, remain in full force and effect. In the event of a conflict among provisions of the Contract, the order of precedence shall be: this Amendment No. 4; then Amendment No. 3; then Amendment No. 2; then Amendment No. 1; and then the original Contract in accordance with section **1.03. ORDER OF PRECEDENCE.**, therein.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 4 to the Contract to be effective as of the date of the last Party’s signature hereto. By signatures below, each signatory represents and warrants that they have the authority to amend the Contract on behalf of the respective Party.

RAILROAD COMMISSION OF TEXAS

DocuSigned by:
Wei Wang
Wei Wang
Executive Director

Date of Execution: 7/27/2023

ENSOURCE CORPORATION

DocuSigned by:
Steve Thompson
Steve Thompson
President

Date of Execution: 7/27/2023

RRC use only below this line.
Division Director: DS 7/20/2023
Assistant Executive Director: RL 7/20/2023
Director of Operations: DS TL 7/18/2023
Office of General Counsel: DS 7/19/2023